

C. EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH (PARAGRAPH 21) THE PARTIES HERETO SPECIFICALLY AGREE THAT RECOVERY AGAINST COOP FOR BREACH OF THIS AGREEMENT BY EITHER COOP, SELLER OR BUYER, IS SPECIFICALLY AND EXCLUSIVELY LIMITED TO RECOVERY OF THE GUARANTY MADE BY COOP TO THE SELLER OR BUYER AS IDENTIFIED IN THIS PARAGRAPH (PARAGRAPH 21), AND REPAYMENT OF THE SECURITY DEPOSIT (PIGS RIGHTS FEE OR DELIVERY SECURITY FEE) PAID BY THE NON-DEFAULTING PARTY TO THE COOP.

22. SELLER'S WARRANTIES:

A. SELLER WARRANTS THAT THE QUALIFIED WEANER PIGS SOLD HEREUNDER TO BUYER, OR COOP IN THE EVENT COOP MUST COVER FOR BUYER, ARE OWNED BY THE SELLER, AND THAT SELLER HAS THE AUTHORITY TO SELL THE SAME, AND THAT SAID QUALIFIED WEANER PIGS SOLD PURSUANT TO THIS AGREEMENT, ARE SOLD FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES. SELLER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE BUYER, AND COOP, OR THEIR ASSIGNS, FROM ALL DAMAGES OR EXPENSES, OF WHATEVER KIND OR NATURE, ARISING OR WHICH MAY ARISE BY REASON SELLER'S FAILURE TO SELL AND DELIVER SAID QUALIFYING WEANER PIGS FREE AND CLEAR OF ENCUMBRANCES.

B. SELLER FURTHER WARRANTS TO BUYER AND COOP THAT THE WEANER PIGS DELIVERED PURSUANT TO THIS AGREEMENT ARE:

- i. QUALIFYING WEANER PIGS;
- ii. ARE OF THE GENETIC QUALITY AS WARRANTED BY THIS AGREEMENT;
- iii. ARE PRODUCED IN ACCORDANCE WITH THE MANAGEMENT AND HEALTH AND NUTRITION REQUIREMENTS OF THIS AGREEMENT, AND
- iv. ARE IN GOOD AND MERCHANTABLE CONDITION UPON DELIVERY OF THE SAME TO BUYER OR COOP.

C. SELLER FURTHER WARRANTS AND COVENANTS TO COOP THAT UPON EXECUTION OF THIS AGREEMENT BY SELLER, THAT SELLER SHALL HOLD COOP HARMLESS AND INDEMNIFY COOP FOR ANY DAMAGES OR LOSSES TO COOP, OF WHATEVER KIND OR NATURE, INCLUDING ATTORNEY FEES AND COSTS, WHICH ARISE OR MAY ARISE IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, BY REASON OF SELLER'S BREACH OF THE AFORESAID WARRANTIES MADE BY SELLER TO BUYER AND COOP.

23. DISCLAIMER OF WARRANTIES:

A. BY SELLER: EXCEPT AS SPECIFICALLY SET FORTH HEREINABOVE, SELLER DISCLAIMS ALL EXPRESS WARRANTIES, INCLUDING MERCHANTABILITY OF THE WEANER PIGS, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OF THE WEANER PIGS.

B. BY COOP: COOP MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE BREEDING STOCK, FEED, MEDICATION, OR ANIMAL PRACTICES DESCRIBED UNDER THIS AGREEMENT, AND COOP MAKES NO WARRANTIES TO BUYER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEANER PIGS DELIVERED PURSUANT TO THIS AGREEMENT.